

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ERNST BIEN-AIME,

Plaintiff,

-against-

THE CITY OF NEW YORK, P.O. KWAME KIPP and
P.O.S "JOHN DOE" #1-5 (said names being fictitious,
as the true names are presently unknown), Individually
and in their Official Capacities.

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

08 CV 00090 (LTS)

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WHEREAS, plaintiff commenced this action by filing a complaint on or about
January 4, 2008, alleging that defendants violated his constitutional rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability;

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms
set forth below; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. This above-referenced action is hereby dismissed with prejudice, and
without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Ernst Bien-Aime the total sum of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500.00) in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the City of New York and to release Kwame Kipp, and any present or former employees or agents of the New York City Police Department and the City of New York, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by the City of New York that it has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

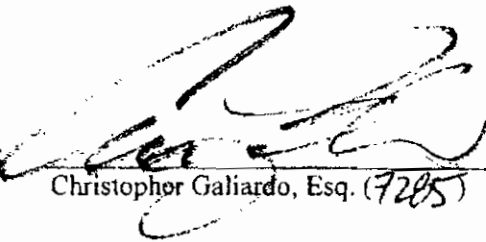
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject

matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
June 30, 2008

Chris Galiardo, Esq.
Attorney for Plaintiff
122 E. 42nd St., Suite 2710
New York, N.Y. 10013
(212) 986-5900


By:



Christopher Galiardo, Esq. (7205)

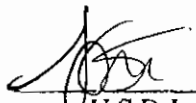
MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street
New York, N.Y. 10007
(212) 788-0899

By:



Stuart E. Jacobs (SJ 8379)
Assistant Corporation Counsel

SO ORDERED:



U.S.D.J. 7/11/08